

## **GENERAL TERMS AND CONDITIONS**

- 1 This website is owned and provided by Sedem Ltd (company number 03331812) and the use of it is governed by these terms and conditions.
- 2 Sedem Ltd must receive payment of the whole of the price of the item(s) that you order before your order can be accepted. Once payment has been received by Sedem Ltd Sedem Ltd will confirm your order has been accepted by sending an email to you at the email address you provided. Sedem Ltd's acceptance of your order brings into existence a legally binding contract between you and Sedem Ltd.
- 3 The prices payable for item(s) that you order are as set out in Sedem Ltd's website. You will be required to pay extra for delivery and it might not be possible for Sedem Ltd to deliver to some locations. Sedem Ltd's delivery procedure and delivery charges are set out in the [delivery policy](#).
- 4 You may cancel your contract with Sedem Ltd for the item(s) you ordered at any time up to the end of the seventh working day from the date you received the ordered item(s). To cancel your contract you must notify Sedem Ltd in writing. Refunds and returns are subject to Sedem Ltd's [returns policy](#).
- 5 Sedem Ltd reserve the right to cancel the contract if:
  - Sedem Ltd have insufficient stock to deliver the item(s) you have ordered;
  - Sedem Ltd do not deliver to your area; or
  - One or more of the item(s) you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by Sedem Ltd from Sedem Ltd's suppliers. If Sedem Ltd cancel your contract Sedem Ltd will notify you by email and will credit to your card or PayPal account any sum deducted by Sedem Ltd as soon as possible but in any event within 30 days of your order. Sedem Ltd will not be obliged to offer any additional compensation for disappointment suffered.
- 6 These terms may be varied at any time. Any variation to these terms and conditions will take effect immediately upon them being posted on this website. If you use the website after the new terms and conditions have come into effect, you will be indicating your agreement to be bound by the new terms and conditions.
- 7 These terms and conditions do not affect your statutory rights as a consumer.
- 8 Nothing in these terms and conditions excludes or limits Sedem Ltd's liability for fraudulent misrepresentation.
- 9 You must read these general terms and conditions of sale carefully. By placing an order through the website, you confirm that you have read, understood and agree to these general terms and conditions of sale in their entirety. If you do not agree to these general terms and conditions of sale in their entirety, you must not order any product or service through the website.
- 10 Sedem Ltd take care to ensure that all information available on Sedem Ltd's website in relation to Sedem Ltd's products, services and business are correct. However, these may occasionally be out of date due to Sedem

Ltd's continual development of the site. Items which offer information and advice have been prepared for guidance only and are not suitable for professional, legal or medical advice and should not be used as such. Always contact your GP or government body for accurate up to date information of this nature directly. To the fullest extent permitted by the law Sedem Ltd disclaims all warranties of any kind with respect to the content of this website.

- 11 Unless otherwise stated, the materials on this website are directed solely at consumers who access this website from the United Kingdom. Any contract between you and Sedem Ltd, whether for use of the site or in relation to the purchase of products or services through the site will be governed by the laws of England and Wales and all parties submit to the non-exclusive jurisdiction of the English Courts. If any provision of these terms and conditions shall be unlawful, void or for any reason enforceable then that provision shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions
- 12 Sedem Ltd will not be liable for any loss or damage in negligence, contract or otherwise where there is no breach of a legal duty of care owed to you by Sedem Ltd, where the loss or damage is not a reasonably foreseeable result of any such breach or where any loss or damage or increase in loss or damage results from a breach by you of these terms and conditions.
- 13 The exclusions of liability set out in these terms and conditions shall not apply to any damages arising from death or personal injury caused by the negligence of Sedem Ltd or any of their employees or agents.
- 14 Risk and title in the products will pass to you when they are dispatched by Sedem Ltd to you, from the UK and you acknowledge and agree to be responsible for complying with any restrictions around the receipt and use by you of the products.
- 15 Some links on this website may direct you to other websites not under the control of Sedem Ltd. On activation of these links, you will leave the Sedem Ltd website. Sedem Ltd will not accept liability or responsibility for material(s) on any website which is not under Sedem Ltd's control.
- 16 Any third party web site, other than the ones permitted, that links to this web site must not: - create a frame or any other browser or border environment around the content of this site; - imply that Sedem Ltd is endorsing it or its products or services. Sedem Ltd expressly reserves the right to request that any link in breach of these terms be removed and to take whatever other action it deems appropriate.
- 17 Sedem Ltd do not give any assurance that the materials provided or available to you on or through this website are suitable for your requirements or that they will be secure, error or virus free and Sedem Ltd will have no liability in respect of those materials.
- 18 You must be over 18 in order to use this site.
- 19 You must provide details which are true when registering with this website. It is your responsibility to keep your password and login details secure in order to protect them from misuse.
- 20 This website is provided free of charge and Sedem Ltd make no guarantee that it will be uninterrupted or error free. Sedem Ltd cannot accept liability for any loss or damage arising as a result of problems with access

- to the website. Sedem Ltd reserve the right to modify, suspend or withdraw the whole or any part of the website or any of its content at any time without notice and without incurring any liability.
- 21 Sedem Ltd may at times monitor content and activity on this website. Should Sedem Ltd suspect that you may be in breach of these terms and conditions, Sedem Ltd may take any action which Sedem Ltd consider appropriate including terminating or suspending your access, attaching conditions and/or notifying regulators or authorities of your activities.
  - 22 All offers on this site are subject to availability and while stocks last.
  - 23 Sedem Ltd may from time to time run promotions, competitions and free prize draws on this website. These are subject to additional terms that will be made available at the time of the promotion, competition or free prize draw.
  - 24 Only one discount voucher or offer code may be used for any single order.
  - 25 You acknowledge and agree to be bound by the terms of Sedem Ltd's privacy policy.
  - 26 Unless otherwise expressly stated in these terms and conditions, all notices from you to Sedem Ltd must be in writing and sent to Sedem Ltd's contact address at Sedem House, 66-74 Stanley Road, Liverpool L5 2QA and all notices from Sedem Ltd to you will be displayed on this website from time to time.
  - 27 Sedem Ltd shall have no liability to you for any failure to deliver item(s) you have ordered or any delay in doing so or for any damage or defect to item(s) delivered that is caused by any event or circumstance beyond the reasonable control of Sedem Ltd including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.
  - 28 These terms and conditions, together with Sedem Ltd's current website prices, delivery policy, returns policy, contact details and privacy policy, set out the whole of the agreement relating to the supply of the item(s) to you by Sedem Ltd. Nothing said by any sales person on Sedem Ltd's behalf should be understood as a variation of these terms and conditions or as an authorised representative about the nature or quality of any item(s) offered for sale by Sedem Ltd.

### **Prescription Service**

- 1 Sedem Ltd cannot legally dispense any medication until Sedem Ltd are in receipt of either a paper prescription which has been signed by a prescribing doctor or an electronic prescription which has been digitally signed by a prescribing doctor. No prescription order placed by you will be binding on Sedem Ltd until Sedem Ltd have confirmed the order to you by email or in writing. Sedem Ltd reserves the right to reject any order.
- 2 It is your responsibility to provide accurate information and not make a false declaration in relation to your eligibility for free prescriptions and to confirm that you are either eligible for free prescriptions or that you have a pre-paid prescription certificate
- 3 If you wish to cancel an order for a prescription, you must contact Sedem Ltd promptly prior to posting your prescription. Once the prescription has been received by Sedem Ltd, Sedem Ltd will process your

prescription. You will agree that once the prescription has been received Sedem Ltd will have begun the service at your request and that you will have no rights to cancel the order under the Consumer Protection (Distance selling) Regulations 2000 or otherwise.

- 4 Once Sedem Ltd are in receipt of your prescription, should the information contained within it not match the information provided to Sedem Ltd by you at the time the order was placed, Sedem Ltd may attempt to contact you using the information provided by you. If Sedem Ltd is unable to contact you and Sedem Ltd is unable to dispense the item(s) on your prescription order, Sedem Ltd reserve the right to return the prescription to you.
- 5 Following you placing a prescription order, if Sedem Ltd do not receive the relevant prescription, Sedem Ltd shall have no liability to you and it will be your responsibility to contact Sedem Ltd within 28 days regarding your prescription order.
- 6 Sedem Ltd does not accept prescription orders from any customer who is under 18 years of age. By placing the order, you are confirming that you are 18 years of age or over. You may order prescriptions for persons on behalf of persons who are under 18 years of age.
- 7 You can place an order for another person. In order for Sedem Ltd to dispense it you must have the authority of the person whose prescription it is. By placing an order to dispense another person's prescription you confirm that you have their authority to do so.
- 8 It is your responsibility to sign for packages containing medicines. Any signature provided by third parties at the delivery address which has been provided by yourself will be deemed to be receipt of the medicines and all obligations in the dispensing of that prescription by Sedem Ltd will be fulfilled.
- 9 Notice: You must not take any medication which has been dispensed to you if you think it has been tampered with or incorrectly dispensed. You must check all items which have been dispensed to you. Failure to abide by this notice this could seriously damage your health.

The online Pharmacy is operated by a registered Pharmacist and operates from General Pharmaceutical registered premises. The General Pharmaceutical Council premises registration number is 1092534.